

**BOISE, WEDNESDAY, MAY 10, 2023, AT 8:50 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

<b>M. FRANK SULLIVAN, an individual;</b>	)	
<b>SULLIVAN LIMITED PARTNERSHIP,</b>	)	<b>Docket No. 49354</b>
<b>LLC, an Idaho limited liability company; and</b>	)	
<b>THE GREEN DESERT, LLC, an Idaho</b>	)	
<b>limited liability company,</b>	)	
	)	
<b>Plaintiffs-Appellants,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>BITTERSWEET RANCH, LLC, an Idaho</b>	)	
<b>limited liability company,</b>	)	
	)	
<b>Defendant-Respondent.</b>	)	

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Appeal from the District Court of the Seventh Judicial District, State of Idaho, Jefferson County. Stevan H. Thompson, District Judge.

Swafford Law, PC, Idaho Falls, for appellants.

Holden, Kidwell, Hahn & Crapo, PLLC, Idaho Falls, for respondent.

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Between 2015 and 2019, BitterSweet Ranch and its managers (“BitterSweet”) leased farmland from Frank Sullivan and two of his business entities, Green Desert, LLC, and Sullivan Limited Partnership, LLC (collectively “Sullivan”). The parties signed three identical five-year leases involving three separate parcels. The leases specified that Sullivan was to be responsible for payment of the property taxes, but that they were later to be reimbursed by BitterSweet, and that BitterSweet was responsible for bi-annual rent payments, utilities, and water assessments.

In an effort to minimize Sullivan’s income for tax purposes as well as help BitterSweet cover unexpected expenses, the parties orally agreed to modify the leases to offset amounts owed to each other throughout the terms of the leases. At the end of each year, the parties would “true up all of the amounts . . . to make the final rent payments a complete settling of matters between lessor and lessee for each year.” Shortly before the leases were set to expire, Sullivan claimed that BitterSweet was in breach of the leases for failure to make timely rent payments, to pay the property taxes, and to pay the water assessments pursuant to the terms of the Lease.

Sullivan then filed three complaints (one for each of the leases) in district court. The district court ordered the cases consolidated. The district court then granted summary judgment in favor of BitterSweet, concluding that BitterSweet “did not breach the [l]eases under the doctrines of waiver and oral modification.” Sullivan appeals the adverse judgment.